

LOAN DEFERMENT AND FORGIVENESS AGREEMENT

THIS AGREEMENT, made the 28 day of April, 2017, by and between the MustardMuseum.com, LLC, ("Borrower") a limited liability company organized and existing under the law of Wisconsin, the National Mustard Museum, Inc., ("Co-Borrower") a corporation organized and existing under the law of Wisconsin (Borrower and Co-Borrower are referred to collectively as "Borrowers") and the County of Dane, ("Lender"), a municipal corporation duly organized under Chapter 59 of the Wisconsin Statutes (collectively the "Parties").

WITNESSETH

WHEREAS, on December 1, 2009, Lender agreed to extend to Borrower, a loan in the principal sum of Two hundred thousand dollars and no cents, to be repaid in monthly installments over a term of seven years with interest at a rate of five and a quarter percent per annum ("Original Loan"). The Original Loan was evidenced by a loan agreement between Borrower and Lender, and secured by a General Security Business Agreement, an unlimited Corporate Guarantee from Borrower, and Unlimited Personal Guarantee from Barry Levenson.

WHEREAS, in February 2011, with permission of Lender, Borrower created a not-for-profit, charitable organization that could accept tax-deductible donations named the National Mustard Museum, Inc., and transferred a substantial portion of Lender's collateral to Co-Borrower. In June 2013, upon consideration of a request for a loan modification, deferment and restructure, by Borrower, Lender agreed to restructure the Original Loan and formalized the restructure with a new Loan Restructuring and Deferral Agreement ("Amended Loan Agreement") and new promissory note ("Amended Note") (together with Original Loan Agreement and Note, collectively "Previous Loan Documents"). Under the terms of the restructured loan, both Borrower and Co-Borrower were held to be joint and severally liable for indebtedness to lender remaining from the Original Loan.

WHEREAS, to guarantee payment of the indebtedness to Lender, Borrowers have secured payment of indebtedness to Lender with certain security instruments. In the 2013 loan restructure, these instruments were revised or reaffirmed as the following: First position General Business Security Agreement executed by Borrower and Co-Borrower in favor of Lender, Unlimited Corporate Guarantee from MustardMuseum.com, LLC, and Unlimited Corporate Guarantee from the National Mustard Museum, Inc. (collectively "Security Documents").

WHEREAS, Barry Levenson is the Managing Member of Borrower, and wishes to retire and divest his interests in Borrower by having Borrower redeem his entire membership interest in Borrower, and having Borrower issue a membership interest to a new member.

WHEREAS, Borrowers have demonstrated a financial hardship that has placed the Original Loan into risk of default and non-payment.

NOW THEREFOR, in consideration of payment of a lump sum of Forty thousand dollars (\$40,000) ("Lump Sum Payment") and other good and valuable consideration, the Parties represent, warrant and agree as follows:

1. Amount Due. The principle sum due as of the Execution Date of this Agreement shall be amended and declared to be One hundred twenty-five thousand, two hundred twenty dollars and 1/100(\$125,220.01), and is evidence by a new promissory note ("Deferred Note"), entered into by Borrower and Co-Borrower who are made jointly and severally liable for the principle sum due to Lender.

2. Term. The Term of this Agreement shall be for 5 years from the last date of completion of each the following conditions:
 - a. Delivery to Lender Lump Sum Payment in the form of certified funds.
 - b. Delivery to Lender evidence, as determined acceptable by Lender, that Levenson's interest in MustardMuseum.com, LLC, has been redeemed, and that a new membership interest to Patricia Bridges has been completed.
 - c. Delivery to Lender of duly signed and fully executed Loan Deferment and Forgiveness Agreement.
 - d. Delivery to Lender of duly signed and fully executed Deferred Promissory Note.
 - e. Delivery to Lender of duly signed and fully executed loan modification agreement, or equivalent agreement with City of Middleton Community Development Authority ("Middleton CDA"), and proof, in a form satisfactory to Lender, that lump sum payment of \$3170 has been made to Middleton CDA
3. Forgiveness. Upon expiration of the Term, if Borrowers have complied with, and obeyed the terms, conditions, warranties and covenants of this Agreement, the Deferred Note, and any Loan Documents, the Lender agrees and covenants that it shall immediately release the Borrowers from any continuing obligation to repay the indebtedness evidenced by the Deferred Note. The Lender's obligations to defer payment due under the terms of the Loan Documents or forgiveness as provided for by this agreement, shall be conditioned on the following:
 - a. For the term of this Agreement, the primary place of business of the Borrower and Co-Borrower shall remain the County of Dane, Wisconsin.
 - b. Borrowers must continue to make affirmative efforts to create Jobs as required by the Amended Loan Agreement.
 - c. Barry Levenson and Patti Levenson shall not hold any equity position or Member interest in Borrower.
 - d. Borrower and Co-Borrower, shall not sell, convey, transfer, or otherwise cause in any other manner, assets owned by Borrower to be owned by, or possessed by Barry Levenson or Patti Levenson in any manner other than may be reasonably used in furtherance of the course of business of Borrower.
 - e. Barry Levenson shall not receive wages, salary, or any other fringe benefits as a condition of services rendered to Borrower and Co-Borrowers.
 - f. Borrowers shall not sell, convey, or otherwise transfer for remuneration collateral described in Security Documents without out the express permission of Lender. If Borrowers sell, convey, or otherwise transfer collateral described herein, proceeds of any such sale, conveyance or transfer must first be applied to pay down indebtedness to Lender, and any proceeds of the such sale, conveyance or transfer shall be encumbered and pledged as security the same as collateral identified in the GBSA.
4. Monitoring. From time to time, but no more than once every 12 months, and upon reasonable request from the Lender, Lender may request from Borrowers, financial

statements, audits, tax documents, or other documents or records relating to the business of Borrowers, that would establish Borrowers' compliance with the terms and conditions of the Loan Documents.

5. Insurance. Borrowers shall indemnify, hold harmless and defend Lender, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which Lender, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of Borrowers furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of Lender, its agencies, boards, commissions, officers, employees or representatives. The obligations of Borrowers under this paragraph shall survive the expiration or termination of this Agreement.
 - a. In order to protect itself and Lender, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, Borrowers shall each obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Commissioner, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. Lender shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, Borrowers shall furnish Lender with a certificate of insurance listing the County of Dane as an additional insured and, upon request, certified copies of the required insurance policies. If Borrowers' insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. Borrowers shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. Borrowers shall furnish lender, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that borrowers shall furnish the lender with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either Borrowers or Lender may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Borrowers. In the event any action, suit or other proceeding is brought against Lender upon any matter herein indemnified against, Lender shall give reasonable notice thereof to Borrowers and shall cooperate with Borrowers' attorneys in the defense of the action, suit or other proceeding. Borrowers shall furnish evidence of adequate Worker's Compensation Insurance.
 - b. The Parties do hereby expressly agree that Lender, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Lender's Risk Manager taking into account the nature of the work and other factors relevant to Lender's exposure, if any, under this Agreement.
6. Prior Agreements. The terms and conditions of the Previous Loan Documents that are not amended or otherwise altered by this Agreement or the Deferred Note, are hereby ratified, approved and reaffirmed and held in full force and effect. By duly executing this Agreement

and the Deferred Note, Borrower hereby acknowledges and consents that the terms and conditions of the Previous Loan Documents not altered by this Agreement hereby binds and enures to Borrower for the benefit of Lender.

7. Rights and Obligation. Lender hereby expressly reserves all rights to consent to or waive any departure from the provisions of this Agreement and to amend or consent to or waive departure from the provision of the Note, and to release or otherwise deal with any collateral security for payment of the Note.
8. Events of Default. Any one or more of the following events shall be deemed an Event of Default:
 - a. Borrowers' failure to perform, observe or comply with any of the covenants contained in this Agreement or any provision of any of the other Loan Documents, other than the failure to pay principal or interest when due, and such failure continues for a period of 30 (thirty) days after written notice to the Borrower or Co-Borrower by Lender; or
 - b. If any representation or warranty made by any of the Borrowers herein or any information contained in any financial statement, application, schedule, report or any other document given by Borrower or Co-Borrower or any Guarantor, with the collateral or with this Agreement, or any other Loan Document is not in all respects true and accurate, or if Borrowers omitted to state any material fact or any fact proves to be incorrect in any material respect as of the date when made; or
 - c. A change in ownership or control of Borrowers' businesses or of Borrowers' or Guarantor's assets without the prior written consent of the Lender. Notwithstanding the foregoing, Borrowers and Guarantor may, without the prior written consent of the Lender, raise equity capital by the sale of membership interests in Borrowers or Guarantor to third party investors without the same constituting a default under this Agreement, provided that control of Borrowers or Guarantor may not change without the advanced, written consent of the Lender; or
 - d. A material adverse change in Borrowers' or any Guarantor's financial condition or in the value of the security pledged for this Loan.
9. Remedies in the Event of Default: In the event of default, the Lender may exercise all or any of the following remedies in addition to the rights and remedies available to Lender under the Uniform Commercial Code and all other rights and remedies available to Lender under all other applicable laws, such rights and remedies being cumulative and enforceable alternatively, successively or concurrently:
 - a. Lender may terminate the agreement effective immediately and declare the entire outstanding balance of the Note together with interest and all other charges, immediately due and payable, whether or not the indebtedness evidenced by the Note shall be otherwise due and payable.
 - b. Lender may enforce its rights by any appropriate proceedings, judicial or otherwise.
 - c. No delay on the part of either party in exercising any right, power or privilege shall operate as a waiver

10. Notice. All notices called for in this Agreement shall be in writing and shall be served either (a) personally by handing the same to the person to be served or leaving the same with an individual at the person's place or residence; or (b) by mailing the same by certified or registered mail to the party to be served at the address shown below or at such other address as the party may hereafter designate to the other in writing. If notice is personally serviced, the date of such notice shall be deemed the date on which it is served. If notice is served by mail, the date of such notice shall be deemed the second business day following the day on which it is mailed. The addresses of the parties are as follows:

County: County of Dane
City-County Building, Room 425
210 Martin Luther King Jr. Blvd.
Madison, Wisconsin 53703
Attn: Director of Economic and Workforce Development

Borrower: MustardMuseum.com, LLC
7477 Hubbard Avenue
Middleton, Wisconsin 53562
Attn: Managing Member

Co-Borrower: National Mustard Museum, Inc.
7477 Hubbard Avenue
Middleton, Wisconsin 53562
Attn: President

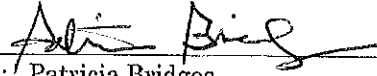
11. Waiver of Notice. The Borrowers and Guarantor(s) hereby expressly waive any requirement for presentation, demand, protest, notice of protest or other notice or dishonor of any kind, other than the notices specifically provided for in this Agreement.
12. Successors and Assigns. All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith shall, whether so expressed or not, bind and inure to the benefit of the successors and assigns of the Borrowers and Lender.
13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. Relationship of Parties. Borrowers acknowledges that nothing contained in this Agreement, or any contract between Borrowers and Lender, nor any act by Lender or any of the parties shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving Lender.
15. Governing Law and Venue. This Agreement, the Note, and the Guaranty shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Venue for a legal proceeding shall be in the Dane County Circuit Court.

[Signature Pages to Immediately Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above in the County of Dane, Wisconsin.

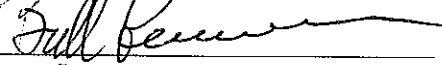
BORROWER:

MustardMuseum.com, LLC
a Wisconsin limited liability company

By: 
Name: Patricia Bridges
Title: Managing Member
Date: 4-28-17

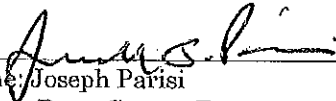
CO-BORROWER:

National Mustard Museum, Inc.
a Wisconsin non-stock corporation

By: 
Name: Barry Levenson
Title: President
Date: 4-28-17

COUNTY:

COUNTY OF DANE

By: 
Name: Joseph Parisi
Title: Dane County Executive
Date: 4-27-17

**DEFERRED PROMISSORY NOTE
(THIRD AMENDMENT)**

BORROWER: MUSTARDMUSEUM.COM, LLC
CO-BORROWER: NATIONAL MUSTARD MUSEUM, INC.

DATE:
Original Note: December 11, 2009
First Amendment Effective: July 15, 2016
Second Amendment Effective: January 16, 2013
Third Amendment Effective: April 28, 2017

AMOUNT OF LOAN
Initial Principal \$200,000.00
Balance Due on July 15, 2011 \$176,027.70
Balance Due on January 16, 2013 \$180,595.34
Balance Due on April 28, 2017: \$125,220.01

RATE
Initial Rate: 5.25%
Rate Effective July 15, 2011 4.25%
Rate Effective January 16, 2013: 4.50%
Rate Effective April 28, 2017: 0.00%

TERM
Initial Term: 7 Years
First Amended Term: 10 years
Second Amended Term: 5 years from April 28, 2017

ARTICLE I. Recitals

1. FOR VALUE RECEIVED, on December 11, 2009, Borrower executed a Promissory Note whereby it promised to pay to the order of the County of Dane ("Lender"), a Wisconsin municipal corporation, at its offices located at 210 Martin Luther King Jr. Boulevard, Madison, Wisconsin, 53703, or at such other place as the Lender designated in writing, the principal sum of Two Hundred Thousand Dollars (\$200,000.00) (the "Loan" or "Loan Funds") pursuant to the terms of the certain Loan Agreement by and between the Lender and Borrower dated December 1, 2009, (the "Loan Agreement"), with interest thereon accruing on the unpaid balance.
 - a. The principal and interest on this Note were payable as follows:
 - i. Interest accrued at the rate of 5.25% per annum.
 - ii. Installments of principal and interest in the amount of \$2,851.97 were due and payable monthly commencing on the 15th day of January 2010, with equal installments payable on the 15th day of each succeeding month thereafter until paid in full.
 - b. The entire balance of this Note together with any and all interest accrued thereon was due and payable in full on the 15th day of December, 2016.

2. Effective on March 24, 2011, in consideration for County's acquiescence to the transfer of a major part of the County's collateral securing this Note from the Borrower to the National Mustard Museum, Inc., the National Mustard Museum, Inc. agreed to become an additional party to the Agreement underlying this Note and the National Mustard Museum, Inc., agreed, and does so by signing below, to become jointly and severally liable to County, with the MustardMuseum.Com, LLC, for the full amount due under the terms of this Note (as amended) and the Agreement.
3. Effective on July 15, 2011, the terms of the original Note were amended as follows:
 - a. The interest rate was reduced on the balance due as of the July 15, 2011 to 4.25% per annum.
 - b. The Loan to be amortized over 10-years with the entire balance is due and payable on the 15th day of November, 2019.
4. Effective on January 16, 2013, the terms of the Note were amended to increase the interest rate on the balance due as of the January 16, 2013 to 4.5% per annum.
5. Effective on April 28, 2017, in consideration of receiving a lump sum payment of Forty thousand dollars (\$40,000) and certain other terms, conditions, warranties and covenants outlined in a Loan Forgiveness Agreement dated April 28, 2017, Borrowers and Lender agree to following amendment to the Promissory Note:

ARTICLE II. Terms and Conditions

6. **LOAN FUNDS.** Borrowers promise to pay to the County of Dane ("Lender") the principal sum of One hundred twenty-five thousand, two hundred twenty dollars and 1/100 (\$125,220.01) (the "Loan") pursuant to the terms and conditions of the Loan Forgiveness Agreement dated April 28, 2017.
7. **TERM.** The Term of this amended Note shall be commiserate with the Loan Forgiveness Agreement, and shall be for a period of five years, terminating on April 28, 2022.
8. **INTEREST.** There shall be no interest on this Note except as outlined in Article II. Section 13 Default Interest.
9. **PAYMENTS.** There shall be no installment payments due on this Note.
10. **FORGIVENESS.** At the conclusion of the Term, if Borrowers have complied with all terms, conditions, covenants and warranties of this Note and the Loan Deferment and Forgiveness Agreement, the Loan shall be forgiven and Borrowers shall be released of any and all obligation to repay to the Lender the Loan.
11. **SUCCESSORS AND ASSIGNS.** The terms and conditions of this Note shall inure to the benefit of and be binding jointly and severally upon the successors, assigns, heirs, survivors and personal representatives of Borrower and shall inure to the benefit of any holder, its legal representatives, successors and assigns.
12. **EVENTS OF DEFAULT AND REMEDIES.** At the option of the Lender, the entire unpaid principal balance of, this Note shall immediately become due and payable upon the occurrence at any time of an Event of Default as provided by the Loan Deferment and Forgiveness Agreement executed by Borrowers in conjunction with this Loan Amendment. Lender's remedies upon default are as described in such Agreements.
13. **DEFAULT RATE.** If a payment owed under this Note is not paid on or before the 15th day after its due date, any unpaid principal shall accrue interest at the rate of ten percent (10%) or the maximum rate allowed by law, whichever is less, during such period of default under this Note.

14. **ACCELERATION.** If Borrowers default under any other instrument or Agreement securing repayment of this Note, and such default is not cured within thirty days after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Lender may have under such other instruments or Agreements securing repayment of this Note.

15. **WAIVERS.** No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of any such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or a waiver of any such right on any future occasion. Borrowers for itself, its successors and assigns, does hereby expressly waive presentment for payment, notice of dishonor, presentment, notice of protest, protest and diligence in collection. It is expressly understood and agreed that Borrowers shall not be released from the covenants herein contained by reason of any forbearance or extension of time granted or release of any subsequent owner or owners of the property mortgaged or secured for this obligation.

16. **SEVERABILITY.** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

17. **INTEGRATION.** There are no verbal or other agreements that modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by the Borrowers and the Lender.

18 **EXECUTION.** Borrowers execute this Note as a principal and not as a surety. If there is more than one Borrower, each Borrower shall be jointly and severally liable under this Note.

19 **COMMERCIAL PURPOSES.** represents and warrants to Lender that the sums represented by this Note are being used for business or commercial purposes, and not for personal, family or household purposes.

This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement is sought.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SIGNED AND SEALED AT MADISON, WISCONSIN

BORROWER:

MustardMuseum.com, LLC
a Wisconsin limited liability company

By: Patricia Bridges (SEAL)
Name: Patricia Bridges
Title: Managing Member
Date: 4-28-17

CO-BORROWER:

National Mustard Museum, Inc.
a Wisconsin non-stock corporation

By: Barry Levinson (SEAL)
Name: Barry Levinson
Title: President
Date: 4/28/17